

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between Bienvenido Franco ("Franco"), on behalf of himself and all Opt-in Plaintiffs, (referred to collectively with Franco as "Plaintiffs"), on the one hand, and Michael Primeau ("Defendant"), on the other.

RECITALS

- On October 1, 2009, Bienvenido Franco filed a Second Amended Complaint for alleged unpaid wages in the case styled *Bienvenido Franco, Individually And On Behalf Of All Others Similarly Situated vs. Ideal Mortgage Bankers, Ltd D/B/A Lend America* ("Lend America"), Michael Ashley, Timothy Mayette, Helene Decillis, and Michael Primeau, 07 CV 3956, United States District Court, Eastern District of New York (referred to as the "Lawsuit"); and
- Plaintiffs and Defendant Michael Primeau ("Primeau") desire to settle fully and finally all differences between them.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiffs and Defendant agree as follows:

1. Primeau's Representations. As a material inducement to Plaintiffs to enter into this Agreement, Primeau has made: 1) accurate representations concerning his inability to satisfy Plaintiffs' alleged damages in this case; and 2) accurate representations contained in his declaration dated November 13, 2017.

2. Non-Admission of Liability. This Agreement shall not in any way be construed as an admission by Primeau of any wrongful conduct with respect to any Plaintiff. Primeau's agreement to settle shall not be construed as an admission that any Plaintiff has any rights whatsoever to money damages as against him. Specifically, Primeau hereby disclaims any liability to or wrongful acts against any Plaintiff.

3. Dismissal with Prejudice. Following execution of this Agreement and within ten (10) days of the Court's approval of this settlement, Plaintiffs' Attorney will file a Stipulation Of Dismissal of their claims against Primeau with the Court.

4. Release. Plaintiffs, individually and as a class, hereby irrevocably and unconditionally release, acquit, and forever discharge Primeau, his heirs, executors, assigns, successors, representatives, attorneys, affiliates, and all persons acting by, through, under, or in concert with any of them, with the exception of Defendants Michael Ashley ("Ashley") and Helene DeCillis, (collectively "Releasees"), from any and all charges, complaints, claims, judgments or liabilities for alleged failure to pay overtime or minimum wages under the United States Fair Labor Standards Act, any New York State counterpart statute, or for any wage and hour claims that Plaintiffs may have had from the beginning of time until the date of the execution of this Agreement.

5. Cooperation.

(a) Primeau shall promptly cooperate with Plaintiffs' counsel in connection with their continued investigation and prosecution of the Lawsuit, as follows: (i) Primeau will assist Plaintiffs' counsel in their preparation for trial; (ii) Primeau will testify at trial, without the need for a subpoena, in the United States District Court, Eastern District of New York consistent with his declaration dated November 13, 2018; (iii) Primeau will assist Plaintiffs' counsel with their claims against Lend America in Lend America's bankruptcy case; (iv) Primeau will assist Plaintiffs' counsel in any collections actions or proceedings relating to Ashley or Lend America; (v) Primeau's assistance must include, without limitation, identification of any and all persons, entities, institutions, etc., that he has a basis to believe may have been used by Lend America or Ashley at any time to transfer, maintain or hide assets, as well as Primeau's production of any documents, including electronically stored information, which may provide information or assistance toward that end.

(b) Primeau agrees and acknowledges that he must at all times use his best efforts to fully and promptly cooperate with Plaintiffs' counsel in good faith, and this is a material term of this Agreement.

(c) If Primeau is required to travel to New York to testify at trial, Plaintiffs will pay for Primeau's economy class airfare.

6. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to principles of conflict of laws.

7. Binding Agreement. This Agreement shall be binding upon the parties and upon their respective heirs, administrators, representatives, executors, predecessors, and assigns, and shall inure to the benefit of Releasees, Plaintiffs, and to their respective representatives, predecessors, and assigns.

8. Severability. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

9. Jointly Drafted. This Agreement has been jointly drafted by the Parties.

10. No Waiver. The failure to enforce at any time, or for any period of time, any one or more of the terms of this Agreement shall not be a waiver of such terms or of the right thereafter to enforce each and every term of this Agreement.

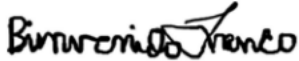
11. Sole and Entire Agreement. This Agreement sets forth the entire agreement regarding the subject matter hereof between the parties hereto and fully supersedes any and all prior oral or written agreements or understandings between the parties hereto pertaining to the subject matter hereof. This Agreement may be modified only in writing duly executed by both parties.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. Fax or PDF copies shall be deemed originals.

13. Consultation with Counsel. Primeau fully understands his right to discuss all aspects of this Agreement with any attorneys of his choosing, that to the extent, if any, they so desired,

Primeau has availed himself of this right. Primeau affirms that he has carefully read and fully understands all of the provisions of this Agreement and that he is voluntarily entering into this Agreement.

Agreed to on behalf of the Named Plaintiffs and Opt-Ins, Individually and Collectively:



11/14/2017

Bienvenido Franco

Agreed to on behalf of Defendant Michael Primeau:



11/13/2017

By: Michael Primeau



Audit Trail

TITLE	Settlement Agreement Primeau FINAL.pdf
FILE NAME	RackMultipart20171113-6-107eq96.pdf
DOCUMENT ID	e15f6e1d0a4b8064a5be01772cc2f1db41b30cdd
STATUS	● Completed

This document was requested and signed on lexicata.com

Document History



SENT

11/13/2017
15:56:52 UTC

Sent for signature to Michael Primeau



VIEWED

11/13/2017
16:08:19 UTC

Viewed by Michael Primeau



SIGNED

11/13/2017
16:10:33 UTC

Signed by Michael Primeau



COMPLETED

11/13/2017
16:10:33 UTC

The document has been completed.



TITLE	Settlement Agreement Primeau FINAL Executed.pdf.pdf
FILE NAME	RackMultipart20171114-6-135atsk.pdf
DOCUMENT ID	62fab0afe6897058a5af31c5189d7e5825300962
STATUS	<div><div></div></div>

This document was requested and signed or

Document History


SENT


VIEWED


SIGNED


COMPLETED